

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		11/21/2003	a National Banking Association:

RECEIVING PARTY DATA

Name:	Armor Holdings, Inc.
Street Address:	1400 Marsh Landing Parkway, Suite 112
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32250
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76215823	MARKTRACK
Serial Number:	76215193	MARKNET
Serial Number:	76216331	MARKSCOPE
Serial Number:	76216333	DOMAINPROBE
Serial Number:	76216332	DOMAINSAFE
Serial Number:	76216342	MARKPROBE
Registration Number:	2549500	ARMORGROUP
Registration Number:	2549501	ARMORGROUP
Serial Number:	76146696	IPAP
Serial Number:	75882227	FINDS

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-3939

Email: ibtannen@jonesday.com
Correspondent Name: Jones Day
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

651550-600006

NAME OF SUBMITTER:

Ilene B. Tannen

Total Attachments: 8

source=DOC042#page1.tif

source=DOC042#page2.tif

source=DOC042#page3.tif

source=DOC042#page4.tif

source=DOC042#page5.tif

source=DOC042#page6.tif

source=DOC042#page7.tif

source=DOC042#page8.tif

RELEASE

THIS RELEASE (this "Release") is made and entered into as of November 21, 2003, effective in accordance with Section 5 below, by and between **ARMOR HOLDINGS, INC.** (the "Borrower") and **BANK OF AMERICA, N.A.**, as Administrative Agent pursuant to the Credit Agreement referenced below (the "Administrative Agent").

Statement of Purpose

A. The Borrower is party to the Credit Agreement dated as of August 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time parties thereto (the "Lenders"), the Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Keybank National Association, as Documentation Agent. All capitalized terms used and not defined in this Release shall have the meanings assigned thereto in the Credit Agreement.

B. The Borrower intends to consummate the Qualifying Services Division Sale on or about November 21, 2003. In connection therewith, (i) the items of Intellectual Property set forth on Schedule A hereto owned by the Borrower (the "Transferred AHI IP"), (ii) substantially all of the assets (the "ArmorGroup Services Assets") of ArmorGroup Services, LLC, a Delaware limited liability company (the "ArmorGroup Services"), and (iii) all of the Capital Stock of the following Subsidiaries of the Borrower (collectively, the "Release Parties"), together with the Capital Stock of the direct and indirect Subsidiaries of the Release Parties on the date hereof, will be sold and transferred:

Armor Group North America, Inc., a Delaware corporation
Armor Holdings Limited, a company organized under the laws of England and Wales
International Training, Inc., a Virginia corporation
ITI Limited Partnership, a Texas limited partnership
O'Gara Security Associates, Inc., an Ohio corporation
Parvus Crisis Management Corporation, a Maryland corporation
The Parvus Company, a Maryland corporation
The Parvus International Information Company, a Maryland corporation
U.S. Defense Systems, LLC, a Delaware limited liability company

C. Each of the Release Parties (except Armor Holdings Limited) is a Guarantor under the Subsidiary Guaranty Agreement. The Borrower, each of the Release Parties (except Armor Holdings Limited) and ArmorGroup Services is a grantor under the Collateral Agreement, pursuant to which each has granted a security interest in its respective Collateral to secure the obligations of the Loan Parties under the Loan Documents. Pursuant to the terms of the Collateral Agreement, the Administrative Agent has filed the financing statements listed on Schedule B hereto (the "Existing Financing Statements"). In addition, certain of the Release Parties delivered to the Administrative Agent Assignments of Partnership interest with respect to their ownership interest in ITI Limited Partnership (the "Partnership Assignments"). Additionally, pursuant to the terms of the Collateral Agreement and the Charge Over Shares, the Borrower has pledged a Lien on the Capital Stock of

2191954.03
LIB:

certain Release Parties owned by the Borrower as Collateral to secure its obligations under the Loan Documents.

D. As a condition precedent to the closing of the Qualifying Services Division Sale, (i) each of the Release Parties shall have been released from its obligations under the Loan Documents, including the release of all Collateral pledged to the Administrative Agent by the Release Parties and (ii) all Liens on the ArmorGroup Services Assets and the Transferred AHI IP in favor of the Administrative Agent shall be terminated and released. In addition, all security interests and Liens granted to the Administrative Agent on the Capital Stock of those Release Parties owned by the Borrower shall have been released.

E. Pursuant to the terms of the Credit Agreement, the Administrative Agent, on behalf of itself and the Lenders, has agreed to release the Release Parties from their obligations under the Loan Documents and to release certain Collateral in connection with the Qualifying Services Division Sale.

F. The Borrower was party to the Amended and Restated Credit Agreement dated as of August 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "Prior Credit Agreement"), among the Borrower, the lenders party thereto, the Administrative Agent, Wachovia Bank, National Association, as Documentation Agent, and SunTrust Bank, as Co-Agent. Pursuant to the terms of the Prior Loan Agreement and the Security Documents (as defined in the Prior Credit Agreement) executed in connection therewith, the Administrative Agent has filed the financing statements listed on Schedule C hereto (the "Prior Financing Statements"). The Prior Credit Agreement was repaid in full and terminated in connection with the closing of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Release.

(a) The Administrative Agent hereby releases and discharges each of the Release Parties party to the Subsidiary Guaranty Agreement from its obligations thereunder. In addition, the Administrative Agent hereby releases and discharges each of the Release Parties party to the Collateral Agreement from its obligations thereunder and releases and discharges all Liens, security interests and other encumbrances created pursuant to the Collateral Agreement, the Partnership Assignments and the other Loan Documents in or on all Collateral of the Release Parties. In addition, the Administrative Agent hereby releases and discharges all Liens, security interests and other encumbrances created pursuant to the Collateral Agreement and the other Loan Documents in or on the ArmorGroup Services Assets and the Transferred AHI IP.

(b) The Administrative Agent hereby releases and discharges all Liens, security interests and other encumbrances created pursuant to the Collateral Agreement, the Charge Over Shares and the other Loan Documents in or on the Capital Stock of the Release Parties pledged by the Borrower.

Section 2. Authorization to File; Further Assurances. The Administrative Agent, on behalf of itself and the Lenders, hereby expressly authorizes the filing of any Uniform Commercial Code amendments to terminate or partially release, as applicable, the Existing Financing Statements and the Prior Financing Statements as necessary to effect or evidence the releases set forth herein. The Administrative Agent agrees to execute and deliver, at the Borrower's expense, such further agreements, documents and instruments as the Borrower may reasonably request in order to effect or evidence the releases set forth herein.

Section 3. Limited Release. Except as expressly provided in this Release, the Credit Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect and this Release shall not be deemed or otherwise construed (a) to be a modification or release of any other term or condition of the Credit Agreement or any other Loan Document or (b) to prejudice any other right or remedies that the Administrative Agent or the Lenders, or any of them, may now have or may have in the future under or in connection with the Credit Agreement or the Loan Documents, as such documents may be amended, restated or otherwise modified from time to time.

Section 4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regards to conflicts of law principles.

Section 5. Counterparts. This Release may be executed in separate counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

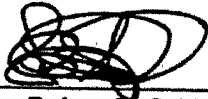
Section 6. Fax Transmission. A facsimile, telecopy or other reproduction of this Release may be executed by one or more parties hereto, and an executed copy of this Release may be delivered by one or more parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Release as well as any facsimile, telecopy or other reproduction hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed under seal by their duly authorized representatives, all as of the day and year first above written.

BORROWER:

ARMOR HOLDINGS, INC., as Borrower

By: 
Name: Robert R. Schiller
Title: Chief Operating Officer and
Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent
on behalf of itself and the Lenders

By: _____
Name: Michael Brashler
Title: Vice President and Senior Agency Officer

[Release - Qualifying Services Division Sale]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed under seal by their duly authorized representatives, all as of the day and year first above written.


BORROWER:

ARMOR HOLDINGS, INC., as Borrower

By: _____
Name: Robert R. Schiller
Title: Chief Operating Officer and
Chief Financial Officer

ADMINISTRATIVE AGENT:

**BANK OF AMERICA, N.A., as Administrative Agent
on behalf of itself and the Lenders**

By: 
Name: Michael Brashler
Title: Vice President and Senior Agency Officer

[Release - Qualifying Services Division Sale]

Schedule A

Transferred AHI IP

Country	Trademark	Classes	App. #	Reg. #
✓ United States	Marktrack	16, 35, 41, 42	76/215823	
✓ United States	Marknet	13, 35, 41, 42	76/215193	
✓ United States	Markscope	16, 35, 41, 42	76/216331	
✓ United States	Domainprobe	16, 35, 41, 42	76/216333	
✓ United States	Domainsafe	16, 35, 41, 42	76/216332	
✓ United States	Markprobe	16, 35, 41, 42	76/216342	
✓ United States	ArmorGroup	35	76/138366	2,549,500
✓ United States	ArmorGroup	42	76/138367	2,549,501
✓ United States	IPAP	9, 35, 36, 41, 42	76/146696	
✓ United States	FINDS	9, 35, 36, 41, 42	76/882227	
✓ United Kingdom	Domainprobe (CTM)	16, 35, 41, 42		1,826,676
✓ United Kingdom	Markscope (CTM)	16, 35, 41, 42	1,826,585	
✓ United Kingdom	I.P.A.P	35, 36, 41, 42	1,409,572	
✓ United Kingdom	Markprobe (CTM)	16, 35, 41, 42	1,826,429	
✓ United Kingdom	Domainsafe (CTM)	16, 35, 41, 42	1,825,983	
✓ United Kingdom	Marktrack (CTM)	16, 35, 41, 42	1,826,536	
✓ United Kingdom	Marknet (CTM)	16, 35, 41, 42	1,827,450	
✓ United Kingdom	I.P.A.P. (Series of 2)	9, 35, 36, 41, 42	2,214,243	

TRADEMARK

REEL: 002934 FRAME: 0247

Schedule B

Existing Financing Statements

DEBTOR NAME(S)	SECURED PARTY	JURISDICTION	FILING DATE, FILE #
Armor Group North America, Inc.	Bank of America, N.A., as Administrative Agent	Delaware Secretary of State	Filed on 8/18/03, File #32320052
ArmorGroup Services, LLC	Bank of America, N.A., as Administrative Agent	Delaware Secretary of State	Filed on 8/18/03, File #32320037
International Training, Inc.	Bank of America, N.A., as Administrative Agent	Virginia State Corporation Commission	Filed on 8/18/03, File #0308187227-6
ITI Limited Partnership	Bank of America, N.A., as Administrative Agent	Texas Secretary of State	Filed on 8/18/03, File #03-0038936880
O'Gara Security Associates, Inc.	Bank of America, N.A., as Administrative Agent	Ohio Secretary of State	Filed on 8/18/03, File #00067463392
Parvus Crisis Management Corporation	Bank of America, N.A., as Administrative Agent	Maryland Department of Assessments & Taxation	Filed on 10/2/03, File #0000000181167271
The Parvus Company	Bank of America, N.A., as Administrative Agent	Maryland Department of Assessments & Taxation	Filed on 10/2/03, File #0000000181167270
The Parvus International Information Company	Bank of America, N.A., as Administrative Agent	Maryland Department of Assessments & Taxation	Filed on 10/2/03, File #0000000181167269

TRADEMARK

REEL: 002934 FRAME: 0248

Schedule C

Prior Financing Statements

DEBTOR NAME(S)	SECURED PARTY	JURISDICTION	FILING DATE, FILE #
Armor Holdings LP, LLC (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 8/28/01, File #11044853
Break-Free Armor Corp. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 8/28/01, File #11045058
Armor Holdings Mobile Security, Inc. (f/k/a) Bengal Acquisition Corp. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 8/28/01, File #11045157
Armor Holdings, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/3/01, File #11299424
O'Gara-Hess & Eisenhardt Armoring Company (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/3/01, File #11300040
Armor Holdings GP, LLC (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/3/01, File #11300172
Armor Holdings Properties, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/3/01, File #11300313
Armor Holdings Products, Inc. (f/k/a American Body Armor & Equipment, Inc.) (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22612095
Armor Holdings Mobile Security, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22613317
Break-Free Armor Corp. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22613473
Armor Holdings, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22613556
Pro-Tech Armored Products of Massachusetts, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22735839
Armored Holdings Forensics, Inc. (and certain additional debtors)	Bank of America, N.A.	Delaware Secretary of State	Filed on 10/17/02, File #22735987
International Training, Inc. (and certain additional debtors)	Bank of America, N.A.	Virginia State Corporation Commission	Filed on 8/28/01, File #010828 7102
O'Gara Security Associates, Inc. (and certain additional debtors)	Bank of America, N.A.	Ohio Secretary of State	Filed on 8/28/01, File #0037932826